

CONTRACT PERIOD THROUGH MAY 31 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FOOD SERVICES MANAGEMENT SYSTEM -- SHERIFFS OFFICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 21, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
James McFadden, CJFDD
Bob Barcello, Sheriffs Office
Ed Brenke, Sheriffs Office
Larry Hutcheson, Sheriffs Office
Joe Frausto, Sheriffs Office
Carmen Ledesma, Materials Management

(Please remove Serial 01133-RFP from your contract notebooks)

FOOD SERVICES MANAGEMENT SYSTEM -- SHERIFFS OFFICE

1.0 **INTENT:**

The purpose of this RFP is to select a vendor who will best meet the needs of the Maricopa County Sheriff's Office (MCSO) for an integrated Food Services Management System (FSMS). MCSO has long recognized the need for a Food Services Management system. There is also a need to eliminate duplicate data entry and provide data and tools for inventory control, menu design and preparation, information to optimize the order process, and tools to control delivery of food.

The FSMS will also consolidate existing but disparate solutions, and improve overall productivity of the Food Services Division.

1.1 APPROACH:

An **open architecture design is mandatory** because the FSMS will interface with other systems in the County.

Three key outcomes are expected in the FSMS project:

- (a) **Provide an integrated and automated solution to the normal, day-to-day operation of Food Services**
- (b) **Provide new and enhanced business functionality as specified, and/or as included in the vendor's standard module(s); and**
- (c) **Interface appropriately with certain systems in the Sheriff's Office and Maricopa County.**

As part of this RFP, vendors are asked to provide pricing for a number of options that may be implemented in later phases of the FSMS project. Vendors are also encouraged to propose alternative phasing solutions to take advantage of technical and operational capabilities of their systems.

1.2 OBJECTIVES:

Overall objectives of the FSMS project are to:

- Eliminate redundant data entry and enhance current day-to-day operations by combining the functions of existing stand-alone systems and current manual processes into a single comprehensive system.
- Provide ability to cross reference data.
- Increase accountability for timely completion of work products.
- Improve inventory and finance controls.
- Automate and integrate current labor-intensive record-keeping processes.
- Provide for electronic retrieval of current and historic information.
- Implement an FSMS using commercially available software with as little customization and software development as possible.

2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS:**

2.1 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.2 SHERIFF'S OFFICE ORGANIZATION & BACKGROUND:

2.2.1 Background

Maricopa County is comprised of urban and rural areas in and around metropolitan Phoenix. Geographically dispersed, the County is approximately 9,226 square miles, including 98 square miles of water. During the 1990's, the County's population grew at a rate of just over 3% per year, and now exceeds 2.8 million residents.

The Maricopa County Sheriff is an elected official whose statutory responsibilities include law enforcement activities and the care and custody of persons booked into jail. The Sheriff's Office is one of the largest departments in Maricopa County, employing about 20% of the County's 12,500 employees -- representing about 7.3% of the County's \$1.75 billion budget.

The Sheriff's Office has more than 2,400 budgeted positions: 1,167 Detention, 663 Sworn, and 596 Civilian. In addition, the Office oversees the activities of more than 100 reserve deputies, 3,500 posse members, and about 350 active volunteers who work in the jails.

In 1998, a sales tax increase was approved which will fund two new jails and several criminal justice initiatives and programs. Sheriff's Office staff is expected to increase by more than 1,000 employees over the next three years to support these activities.

2.2.2 Business Model

The mission of the Sheriff's Office, in partnership with citizens and contract cities, is to enforce state laws, deter criminal activity, protect life and property, maintain order, and operate a safe, constitutional jail system. To accomplish this mission, the Office is organized into bureaus, divisions, sections and units. Each unit is responsible for a segment of business activity in one of three major functional areas: enforcement, detention, and administrative support services. Posse members and other volunteers also contribute in each of the functional areas.

2.2.2.1 Enforcement

The Sheriff's Office provides patrol and other enforcement services for all unincorporated areas of the County, including recreational lake areas. Some municipalities, called "contract cities," have negotiated agreements with the Sheriff's Office for specific enforcement services as well. The Sheriff's Office also provides specialized services in a variety of areas, such as lake patrol, aviation, canine (K-9), tactical operations, hostage negotiations, search and rescue, and others.

Units in the Investigations and Intelligence Bureaus are responsible for caseloads that include vehicular crimes, homicides, narcotics trafficking, racketeering, gang activity, and property or computer crimes. Other units in these bureaus are responsible for criminal and civil process activities that involve the acceptance, processing, and service of warrants and the arrest of wanted persons. Finally, support units manage property and evidence, records and identification, and crime lab activities for the Office.

2.2.2.2 Detention

The Sheriff's Office currently operates four main jail facilities: Madison, Estrella, Towers and Durango. The "tent cities" are located at the Durango Complex and house fully sentenced persons. Two satellite jail facilities in Mesa and Avondale hold prisoners on a short-term basis. Most cities within Maricopa County have contracted with the Sheriff's Office to house prisoners at a fixed per-diem rate.

In 2000, more than 114,000 adult prisoners were booked into MCSO jails by nearly 100 different criminal justice agencies. The Sheriff's Office runs the fourth largest jail system in the nation, and daily populations have been as high as 7,400 inmates. Among the services available for inmates are religious, educational, library, and counseling services.

Some of the units that support enforcement, such as Records and Identification, also support detention operations. In addition, several divisions provide support services specifically for the detention area. These units manage activities such as food preparation, laundry, facilities maintenance, new jail construction, inmate transportation, and the canteen.

2.2.2.3 Administrative Support Services

Several Sheriff's Office units provide administrative and other support services such as training, information technology, personnel, finance, budget, and public information. A number of special programs, such as DARE and the Sheriff's Youth Assistance Foundation, also provide worthwhile services for citizens of Maricopa County.

2.2.2.4 Volunteers

MCSO volunteer posse and reserve officer programs provide valuable assistance to virtually every division within the Sheriff's Office. About 3,500 posse members and 100+ reserve officers assist patrol deputies by providing back-up on dangerous calls, traffic control at accident scenes, and transporting prisoners to jail. Posse members also process paperwork for the Civil/Criminal Process Sections, Records and Identification, Special Investigations, and in a number of other areas.

A group of over 350 volunteers assists MCSO in the detention area. These individuals support a variety of programs, such as drug treatment, religious services, and literacy projects that are designed to help inmates become productive members of society.

2.2.3 Vision/Direction

2.2.3.1 Multi-Jurisdictional Functions

The Maricopa County Sheriff's Office values the reputation it has earned for effective leadership and innovation around the nation and the world. In keeping with this commitment, MCSO is always looking for ways to save taxpayer dollars while maintaining high standards of service. The Sheriff's Office believes that centralization of certain multi-jurisdictional functions offers such an opportunity. Areas for possible consolidation include:

- Correctional Health Services
- Rabies and Animal Control
- Parks and Recreation

- Mass transit police
- Security guard operations at County and Superior Court facilities
- Emergency management operations
- Criminal justice computer operations centers
- Crime lab for use by all agencies in the County
- County-wide training academy for law enforcement officers, crime lab technicians, specialty jail functions, and volunteers

2.2.3.2 Integrated Criminal Justice Information System (ICJIS)

In 1998, Maricopa County citizens approved a sales tax increase to fund a number of criminal justice initiatives and programs. Among these are a major expansion of the jail system and development of an integrated criminal justice information system. The integrated system is intended to minimize redundant data entry for agencies within the County, and to speed the flow and accuracy of information throughout the process.

The Sheriff's Office involvement in the criminal justice system occurs at both ends of the process. Most people enter the system when they are investigated, arrested and/or booked into jail, and many leave the system when their jail sentence is served. As a major stakeholder in ICJIS development, the Sheriff's Office is integral to the project, now in planning stages.

2.3 PROBLEMS TO BE RESOLVED AND OPPORTUNITIES TO BE ADDRESSED:

Development and implementation of a Food Services Management system provides a mechanism for the Sheriff's Office to resolve a number of problems and address opportunities, including:

- Redundant data entry
- Manual reporting processes
- Data errors
- Inconsistency in data, format and structure
- Weak forecasting ability
- Manual inventory controls
- De-centralized data for use by other divisions.

2.4 BUSINESS AND WORKLOAD METRICS:

Refer to Exhibit 3 and Attachment G

Exhibit 3 provides statistical information about the Maricopa County Sheriff's Office. These business and workload metrics were compiled so vendors can properly "size" the proposed FSMS solution. Data on transaction volumes for existing computer systems in the Office is available in Attachment G – System Interface Requirements.

2.5 BUSINESS FUNCTIONALITY REQUIREMENTS:

Refer to Attachment E

Attachment E contains a table with minimum business functionality requirements that will be used to evaluate the breadth and depth of the proposed product to meet the needs of the Sheriff's Office. Any additional functionality available in the vendor's standard FSMS products/modules shall be provided to the Sheriff's Office at no added cost, even if the functionality is not specifically identified as a requirement in Attachment E. **The proposing vendor must clearly indicate responses based on the instructions in Attachment E.**

2.6 TECHNICAL REQUIREMENTS:

Refer to Attachment F

Attachment F contains a table that describes technical requirements that will be used to evaluate security, performance, reliability, compatibility, and maintainability of the proposed system. The proposing vendor must clearly indicate responses based on the instructions in Attachment F. The following technical requirements and conditions also apply:

Distributed Network -- The proposed FSMS must be able to operate in an environment that includes a distributed network of systems and PC workstations. Currently, all MCSO systems can be accessed using TCP/IP on the County's Ethernet backbone.

Configuration -- Proposing vendors shall be responsible for the configuration of all hardware and software for the FSMS. **The Sheriff's Office will provide PC workstations and network printers only, and the vendor shall be responsible for providing all other software, hardware, and equipment. However, Maricopa County reserves the right to purchase hardware and operating software off existing contracts with other vendors.**

2.6.1 Equipment Specifications -- Bidders must provide complete and detailed specifications for the standard items of their solution. The list must include:

2.6.1.1 Minimum specifications for PC workstations, and

2.6.1.2 Hardware systems and/or alternative equipment that are certified by the vendor for production use with the proposed FSMS product.

2.6.2 Equipment Manufacture -- All hardware and software systems shall be of the latest manufacture and must be state-of-the-art. For compatibility, the system shall include only standard equipment and operating systems, thus avoiding any proprietary architecture.

2.6.3 System Growth -- The proposed system shall be directly expandable by adding, not replacing hardware. The proposing vendor must describe how the FSMS system is expandable in terms of processors, main computer memory, disk drives, peripheral devices, etc.

2.6.4 Data Storage Requirements -- Disk storage shall be sized so as to provide a minimum one (1) year of on-line history retrieval for all users.

2.7 SYSTEM INTERFACES REQUIREMENTS:

The proposed FSMS must exchange data with the MCSO Jail Management System and the Maricopa County **Advantage** (Finance) system. Attachment G contains a table for responding to system interface requirements that will be used to evaluate the ability of the proposed product to meet this need. **The proposing vendor must clearly indicate responses based on the instructions in Attachment G.**

Pricing for system interfaces must be detailed in Attachment A -- Pricing. MCSO specifically reserves the right to include and/or exclude particular interfaces in award of the contract. Firm fixed hourly rates for systems integration and other additional services must also be quoted in Attachment A -- Pricing.

2.8 DOCUMENTATION

2.8.1 System Documentation -- The vendor shall provide the Sheriff's Office with a minimum of three (3) sets of all available system documentation. This documentation may be

reproduced at no cost by our office for internal use only. Desired documentation includes, but is not limited to:

- 2.8.1.1 Database structure manuals/diagrams.
- 2.8.1.2 Operational instructions and procedures, including backup and recovery, troubleshooting, maintenance, downloading data for off-line storage, retrieving off-line data, purging files, etc.
- 2.8.1.3 Operating system manuals/diagrams.
- 2.8.1.4 User manuals, including FSMS, network, and system controllers.
- 2.8.1.5 Interface documentation, diagrams/manuals.
- 2.8.1.6 Any additional documentation the vendor considers applicable.
- 2.8.2 Samples – Samples of all documentation must be provided in the vendor’s proposal to be used in the evaluation process.
- 2.8.3 System Support – The vendor shall provide detailed documentation on system support. Documentation must specifically cover, but is not limited to the following:
 - 2.8.3.1 Detailed explanation of system design, database structure, communications network structure, how to modify and/or add new programs, database tables and data elements, program-to-program interfaces, and applicable mathematical models and algorithms.
 - 2.8.3.2 Detailed explanation of operational backup and recovery and restart procedures, diagnostics, how to add and/or modify functions of the operating system, and how to perform diagnostics on the operating system and address performance issues.
 - 2.8.3.3 Identify and provide pricing and documentation for any performance tools that would assist in supporting the system, both hardware and software.
- 2.8.4 User Procedures – The vendor shall provide detailed documentation for all user procedures. This documentation shall include but is not limited to the features described within this RFP.
- 2.8.5 Reports – The vendor shall provide detailed instructions for printing, adding, and/or modifying reports. This documentation shall include but is not limited to the reports described within this RFP.

2.9 MAINTENANCE, SERVICE, AND SUPPORT REQUIREMENTS:

- 2.9.1 Standard Response Time – The Maricopa County standard response time for system maintenance, service, and support is four (4) hours from the time the service call is initially reported to the awarded vendor. “Response” means the vendor’s technician has arrived on-site, or, if the issue is being corrected from a remote location, the vendor’s technician has returned Maricopa County’s call with a report on action being taken.
- 2.9.2 Pricing for Maintenance and Support – Firm fixed rates shall be quoted in Attachment A – Pricing for on-going maintenance based upon the 4-hour standard response time. Proposing vendors are encouraged to provide pricing information in Attachment A for maintenance alternatives (e.g., two-hour response time, 24-hour response time, different response times for weekends, holidays, etc.). **Vendors must provide the following information within their proposal:**

2.9.2.1 A thorough description of help desk services, dial-in and/or web support, 24-hour/7-day support, and on-going maintenance options.

2.9.2.2 Method(s) for the Sheriff's Office to report maintenance issues, i.e., 800-number, 24-hour hotline support, remote diagnostics, etc.

2.9.2.3 A description of escalation procedures in the event problems cannot be immediately resolved.

2.9.3 Penalties for Non-Responsiveness – Liquidated damages, as an estimate of the County's actual damages, may be assessed against the awarded vendor in the event they are not responsive to requests for maintenance and support requirements. The amount of damages will be deducted from any monies owed to the vendor by the County, or the vendor must pay damages to the County if no monies are owed.

2.9.3.1 Late Response – For failure to respond within the contracted time (two hours, four hours, etc.), two hundred fifty dollars (\$250) per hour will be assessed until the vendor responds.

2.9.3.2 Excessive Downtime – For excessive downtime beyond the 99.9% standard uptime required for system acceptance, two thousand dollars (\$2,000) per day will be assessed against the vendor until the system is operational.

2.10 SUPPORTABILITY REQUIREMENTS:

2.10.1 Staff Requirements – The Vendor shall clearly outline in its proposal the educational and technical skills needed by Sheriff's Office employees to maintain and program the proposed FSMS.

2.10.2 Equipment – The vendor is required to provide a list of any test or diagnostic equipment required to maintain the hardware and an itemized pricing of equipment. The Sheriff's Office may purchase the equipment as part of the system or exercise the option to obtain the equipment through other contracted vendors.

2.10.3 Source Code – The awarded vendor must provide a means for the Sheriff's Office to receive source code(s) for all FSMS software purchased should the vendor fail to support their products, be sold, merge, or go out of business.

2.10.4 Software Releases – The vendor must provide information about the number of versions/releases of the FSMS software that will be supported, i.e., the vendor's most current release and how many prior releases.

2.11 TRAINING REQUIREMENTS:

Vendors must propose a training plan designed to meet the needs of the Maricopa County Sheriff's Office during implementation of the FSMS. The training plan may include on-site training, web-based training, train-the-trainer sessions, or any combination of services that will fulfill training needs.

2.11.1 Training Plan Considerations – The following information shall be addressed in the proposing vendor's training plan:

2.11.1.1 MCSO will provide locations and workstation equipment for on-site training. Proposed class sizes shall be 10-25 persons per class, with locations and dates to be determined by MCSO.

2.11.1.2 There are currently about 25 Food Services staff who will need training in use of the FSMS. This staff provides line staff with on-going training in sworn and detention areas.

2.11.1.3 Another 10 administrative staff will require training during rollout of the FSMS. The vendor shall recommend an appropriate and cost-effective method for addressing this need. "Train-the-Trainer" may be an acceptable approach.

2.11.1.4 Two or three system administrators will need specialized technical training to support the FSMS. This training can be provided either on-site or off-site at the vendor's location. Vendors must clearly specify the location for this training in their proposal, as well as per person, per day pricing options

2.11.1.5 Vendors shall include any other types of training that may be useful in system rollout and implementation.

2.11.2 Pricing – Pricing for the training plan and/or alternatives must be provided in Attachment A – Pricing. The vendor must identify the minimum number of training hours that will be provided as part of the base package. In addition, vendors must provide the following information within their proposal:

2.11.2.1 Lesson plan(s) for the various training sessions.

2.11.2.2 The number of hours included in each training session, along with pricing on a per person, per hour, per day, and/or per session basis.

2.11.2.3 Pricing must include all applicable training materials so that each student receives their own copy of these materials. Additional copies of training materials may be made by MCSO for internal use only.

2.11.3 Instructors – Training must be conducted by qualified instructors. Instructors shall ensure that each participant has a clear understanding of the material covered during the training session and is capable of performing the various functions unassisted. Vendors shall include a list of applicable personnel who will train Sheriff's Office employees and the qualifications of each trainer.

2.12 PROJECT SCHEDULE:

The Sheriff's Office expects equipment for this contract will be ordered approximately mid-February, 2002, and wants to complete implementation of the FSMS by the planned opening date for the new facility, November 1, 2002.

2.12.1 Gantt Chart – Vendors shall provide a weekly project schedule in Gantt chart format describing how the implementation will be accomplished. The following major tasks and milestones must be included in the proposed project schedule:

- Delivery of Hardware and Operating Software
- Installation of Hardware and Operating Software
- Delivery of Application Software
- Installation of Application Software
- Import Data from Existing Applications
- Acceptance Testing of Application Software
- System Interfaces (JMS and Advantage)
- User Training
- Others (as applicable)

Proposers are encouraged to provide additional milestones and detail at the task level to demonstrate their technical knowledge and project management ability.

2.12.2 Progress Meetings – The successful bidder must participate in periodic meetings to report on and review progress of the FSMS project with management and/or the project team. These meetings will be held monthly. More frequent meetings may be held if deemed necessary by the project manager.

2.13 DELIVERABLES AND PAYMENT SCHEDULE:

With the exception of training **hardware (including server, bar code scanner and HACCPRO)** and ~~for~~ consulting services **and travel associated with consulting services**, progress payments will be made to the successful bidder in accordance with the following schedule. Training **hardware, consulting services**, and ~~for~~ **travel associated with consulting services** are to be billed after **hardware and** services have been delivered. In order for payments to be processed, Maricopa County requires that the successful bidder submit an invoice describing products and/or services provided.

~~10% 20%~~ Upon **bid award** ~~successful installation of Hardware and Operating System~~

30% *Upon successful installation of the server and operating system on County's network or 30 days after delivery of the server, whichever comes first.*

Note: "Successful Installation" means that the server and operating system are delivered and are made operational on the Maricopa County Sheriffs Department network.

~~40% 30%~~ Upon successful implementation of FSMS Base Modules **or 90 days after delivery of the hardware if required data is not provided to VST by the County as agreed per the project plan.**

"Successful Implementations" means the VST base modules are installed and are fully operational with sample data.

~~15% 20%~~ **The earlier of** ~~Upon~~ successful completion of Acceptance Test as defined in section 3.9 ~~below~~ **or 180 days after delivery of hardware.**

Note: This payment has been extended to 180 days, however, if Vision can successfully complete this Acceptance Test, payment should be made based on our satisfactory completion of the system functionality, which will be determined by Maricopa County. "Successful Completion of Acceptance Test" is defined by Section 3.9 of the RFP.

~~10% 3%~~ **Upon successful test of the Jail Management and County Finance System interface.**

Note: This payment will be made following a successful test of the interfaces required. If no interfaces are required or cannot be provided because the County is unable to provide the common data elements as specified in the interface design specifications, the Maricopa County will still be responsible for payment of the Balance (10%) of the monies due. ""Successful Test" means that the specified data is received from the County applications into the VST system without errors.

~~2%~~ ~~Upon successful test of the County Finance System~~

~~30% — Upon successful completion of Customization (system interfaces and/or other options)~~

The Sheriff's Office will be the sole judge of whether or not the FSMS system meets the requirement for successful installation, implementation, and/or completion. If the Sheriff's Office determines that the system does not meet a requirement, the vendor may request a written description of the way in which the system's performance is unsatisfactory, in order that the vendor may correct the system's deficient performance.

Maricopa County agrees that it will provide the data as specified in the attached format and that FSD, Inc will not be penalized by Maricopa County withholding payment because of any delays due to Maricopa County's inability to provide timely information.

FSD, Inc. will supply the Server with the Operating System to Maricopa County. Maricopa County will be responsible for installing the server on the County network and for maintaining the server on the network.

2.14 WARRANTY

2.14.1 All warranties shall be submitted as part of the proposal. The vendor shall warrant that all work done and all materials furnished by either the vendor or by its subcontractor(s) or representative(s) as a part of or in conjunction with the FSMS system and the work, specifically including but not limited to software, hardware, implementation, and documentation shall be of good workmanship and quality, free from all defects in design, content, workmanship or materials for a period of at least one (1) year from date of final system acceptance by the Maricopa County Sheriff's Office.

2.14.2 Additionally, the vendor shall guarantee support for the hardware, operating system, database management system, and application software for a minimum of five (5) years from the date of final system acceptance.

2.14.3 The vendor shall specifically address its warranty correction process. The vendor shall specify problem-tracking procedures, including the method for the Sheriff's Office to follow-up on previously reported problems and the method used in closing a problem.

2.14.4 The vendor must provide a proposal for extending software maintenance for a minimum of five (5) years beyond the one-year warranty period. The maintenance proposal shall also include but not be limited to the stipulations and conditions identified in the above warranty section.

2.15 BACKGROUND CHECKS:

Contractor's staff (or subcontractor's staff) providing services under this RFP must undergo a background check to be performed by the Maricopa County Sheriff's Office. Final award of this proposal may be contingent upon the vendor's successful completion of these background checks.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a five (5) year period.

3.2 INDEMNIFICATION AND INSURANCE

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well

as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.4 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 ~~PERFORMANCE BOND:~~

~~The successful Contractor will be required to furnish a performance bond in the amount of \$1,000,000 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with PROPOSAL serial number, title and return address.~~

3.7 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 ACCEPTANCE:

The Maricopa County Sheriff's Office requires completion of an acceptance test after installation of the Food Services Management System. The selected vendor must achieve the Sheriff's Office standard for availability and performance for a period of thirty (30) consecutive calendar days. Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

During the acceptance test, the Food Services Management System **must be online and available for continuous processing 99.9 percent of scheduled operation time. In addition, all features and**

functions, including screens, forms, and reports, shall operate as defined in the RFP and the vendor's proposal. Planned or scheduled hardware or software maintenance or support activities are not considered part of the scheduled operation time. The formula to compute the percent of time available is:

$$\text{Availability} = 100 * (\text{Scheduled Operation Time} - \text{Down Time}) / \text{Scheduled Operation Time}$$

Definitions:

Scheduled Operation Time – the planned, required, needed, and desired time for the FSMS to be operational (i.e., Total Available Time - Planned Outages).

Down Time – the unplanned or unscheduled time that the FSMS is unavailable in the window of Scheduled Operation Time.

The acceptance test will start within five (5) days from the time the Sheriff's Office receives written notice from the vendor that the system is installed and ready for the acceptance test. System failures resulting from external causes, including but not limited to acts of God, fire, Sheriff's Office hardware failure or Sheriff's Office negligence, will be excluded from acceptance testing.

The Sheriff's Office shall notify the vendor in writing upon completion of the acceptance test. The Sheriff's Office may withhold release of any payment until completion of the acceptance test. The Sheriff's Office may make failure to complete the acceptance test within sixty (60) consecutive days of the start of the first acceptance test grounds for termination of the contract, refusal of payment, and/or return of the system to the vendor for a full refund, less the value of any equipment, hardware, or software the Sheriff's Office may elect to keep.

3.10 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

3.11 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. **Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.**

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

VISION SOFTWARE TECHNOLOGIES (VST), PO BOX 831237, MIAMI, FL 33283
 10482 NW 31 TERRACE, MIAMI, FL

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES

PRICING STEET C703006/B0604249

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ALL APPLICABLE COSTS NECESSARY FOR THE SUCCESSFUL IMPLEMENTATION OF YOUR PROPOSED SYSTEM, ACCORDING TO THE TECHNICAL SPECIFICATIONS, SHALL BE LISTED AND PRICED FOR EACH ELEMENT OF HARDWARE, SOFTWARE, TRAINING, SYSTEM INTERFACES, CONSULTING SERVICES, ETC., ON THE FOLLOWING PAGES.

PROPOSING VENDOR: Vision Software Technologies							
		ORIGINAL	ON-GOING MAINTENANCE &/OR SUPPORT				
PRICE CATEGORY		INSTALL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hardware Components:							
"See attached equipment configuration"							
Server (1)		\$15,600.00	Included	Included	Included	included	included
HACCPRO™ (8)		\$12,000.00	Included	\$2,500.00	\$500.00	\$200.00	\$100.00
Bar Code Scanners (8)		\$20,000.00	included	\$2,500.00	\$500.00	\$200.00	\$100.00
County will be responsible for the LAN/WAN, workstations, network printers, and non-server related third party software							
TOTAL HARDWARE:		\$47,600.00	-	\$5,000.00	\$1,000.00	\$400.00	\$200.00
System Software Products:							
Operating System		Included above	included	included	included	included	included
Database Management System 9MS SQL)		County	County	County	County	County	County
Networking		County to buy	County	County	County	County	County
Communications		Server only	County	County	County	County	County
Utilities		County	County	County	County	County	County
Program Development Tools		Included above	included	included	included	included	Included
Other Tools (List)		None	N/A	N/A	N/A	N/A	N/A
Crystal Report Writer		Included above	N/A	N/A	N/A	N/A	N/A
TOTAL SYSTEM SOFTWARE::		-	-	-	-	-	-

VISION SOFTWARE TECHNOLOGIES (VST), PO BOX 831237, MIAMI, FL 33283
 10482 NW 31 TERRACE, MIAMI, FL

PRICE CATEGORY	ORIGINAL INSTALL	ON-GOING MAINTENANCE &/OR SUPPORT				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Application -- Base Modules:						
Core Food Management System	\$ 427,000.00	Included	\$65,000.00	\$30,000.00	\$5,000.00	\$2,500.00
Support includes all upgrades enhancements						
-includes Project Management						
Travel Expenses (included)						
SUB-TOTAL BASE MODULES:	\$427,000.00	-	\$65,000.00	\$30,000.00	\$5,000.00	\$2,500.00
Application – Options & Chargeables:						
Data Base Build or Load (Inventory & Recipe Tables)	\$25,000.00	N/A	N/A	N/A	N/A	N/A
Interfaces	\$15,000.00		\$250.00	\$250.00	\$150.00	\$150.00
SUB-TOTAL OPTIONS/CHARGEABLES:	\$40,000.00	-	-	-	-	-

PRICE CATEGORY	HOURLY RATES
Additional Consulting Services:	
Systems Integration	\$150.00
Installation Support	\$150.00
Conversion Programming	\$175.00
Project Management	\$150.00
Testing	\$ 75.00
Data Base Build or Load	\$ 40.00
Data must be supplied in the VST format by Maricopa County	
OTHER(s): (List below)	
Travel & Expenses	As noted

PRICE CATEGORY	ORIGINAL INSTALL	ON-GOING MAINTENANCE &/OR SUPPORT				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Recommended Training Plan:						
See Lesson Plans and Training (10 sessions)	\$25,000.00	N/A	N/A	N/A	N/A	N/A
TOTAL – RECOMMENDED TRAINING:	\$25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Training: (Describe)						
Daily Rate plus expenses	\$1,250.00					
TOTAL – OPTIONAL TRAINING:	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -

VISION SOFTWARE TECHNOLOGIES (VST), PO BOX 831237 TERRACE, MIAMI, FL 33283
~~10482 NW 31 TERRACE, MIAMI, FL~~

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 59-2804787

Vendor Number: 592804787 A

Telephone Number: 305/380-1878

Fax Number: 305/387-6437

Contact Person: Ronald Jacobson (x10)

E-mail Address: jacobson@vstech.com

Company Web Site: www.vstech.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2008**.